

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TOURISM  
SOUTH DAKOTA STATE HISTORICAL SOCIETY – STATE HISTORIC PRESERVATION OFFICE  
900 GOVERNORS DRIVE  
PIERRE, SOUTH DAKOTA 57501-2217

**SOUTH DAKOTA AGRICULTURAL HISTORIC CONTEXT**

**PROPOSALS ARE DUE NO LATER THAN 20 April 2012**

RFP # 21621	BUYER: Chris B. Nelson, State Historic Preservation Office	EMAIL: chrisb.nelson@state.sd.us
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**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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**PRIMARY CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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## **1.0 GENERAL INFORMATION**

### **1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The South Dakota State Historic Preservation Office (SHPO) is soliciting proposals for the first phase of an update to the South Dakota Homesteading and Agricultural Development Context. The current context can be found at <http://history.sd.gov/Preservation/OtherServices/HomesteadAgDevelop.pdf> . This phase will encompass four goals: 1) compile a comprehensive literature search to determine background information on historic homesteading and agricultural sites in South Dakota, 2) develop new historical periods for the context through a brief history, 3) expand the list of property types in the context and 4) compile a bibliography.

Background – South Dakota has a number of resources associated with homesteading and the development of agriculture that have gone unrecognized for their ability to provide additional information to the history of South Dakota. Historic archaeology allows us to revisit topics that are already attested in written records. Historic archaeology can validate the written record or clarify topics through the recovery and analysis of the material cultural left behind by homesteaders.

The development of historical periods in the context will cover both architectural and archeological resources. A basic agricultural history of South Dakota will be developed to justify the new historical periods. Later phases of the context update will include expanding the full agricultural history for the context, developing registration requirements and completing the archeological section of the context.

Expanding the property types list will include any new property types identified in the literature search or brief history justifying the historical periods.

A bibliography will demonstrate resources available to complete current and later phases of the update.

In General - Contexts provide the SHPO with information to evaluate and nominate properties to the National Register of Historic Places. Contexts also assist federal agencies, contractors and local governments in identifying eligible properties for planning purposes to ensure wise consideration of that state's cultural resources. Contexts also help facilitate Section 106 of the National Historic Preservation Act and SDCL 1-19A-11.1 review and compliance processes, procedures that help protect South Dakota's cultural resources from potential adverse effects that may occur during the implementation of federal or state funded projects.

### **1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER**

The South Dakota State Historic Preservation Office (SHPO) is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Tourism. The reference number for the transaction is RFP #21621. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication	3/16/2012
Deadline for Submission of Written Inquiries	3/30/2012 5:00PM CT
Responses to Offeror Questions	4/06/2012 5:00PM CT
Proposal Submission	4/20/2012 5:00PM CT
Anticipated Award Decision/Contract Negotiation	5/21/2012

#### **1.4 SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the SHPO by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

One original printed copy and one digital PDF or Microsoft Word copy saved on a CD-R shall be submitted.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #21621**  
**PROPOSAL DUE 20 April 2012**  
**BUYER CHRIS B NELSON**  
STATE HISTORIC PRESERVATION OFFICE  
900 GOVERNORS DRIVE  
PIERRE SD 57501-2217

All capital letters and no punctuation are used in the address. The SHPO address as displayed should be the only information in the address field.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

#### **1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

#### **1.6 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

#### **1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

## **1.8 OFFEROR INQUIRIES**

Offerors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Chris B. Nelson at [chrisb.nelson@state.sd.us](mailto:chrisb.nelson@state.sd.us) with the subject line "RFP #21621". Inquires may also be faxed to 605.773.6041. If inquiries are submitted by mail the envelope should be addressed to: Attn: Chris B. Nelson, South Dakota SHPO, 900 Governors Drive, Pierre, SD 57501-2217. Be sure to reference the RFP number in your letter.

The SHPO prefers to respond to offeror's inquiries (if required) via e-mail. If an offeror does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the offeror. All offerors will be informed of any inquiries and the State's response. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

## **1.9 PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

## **1.10 LENGTH OF CONTRACT**

All final products must be submitted by May 31, 2013.

## **1.11 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

## **1.12 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP may include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor's services under this Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, unless sooner terminated pursuant to the terms hereof.
- 2.2** The Contractor will/will not use State equipment, supplies or facilities.
- 2.3** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$\_\_\_\_\_. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher.
- 2.4** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.5** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:
- The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Business Automobile Liability Insurance:
- The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- C. Worker's Compensation Insurance:
- The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
- Contractor shall furnish copies of insurance policies if requested by the State.
- 2.6** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.7** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

- 2.8** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.9** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.10** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.11** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.12** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.13** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.14** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.15** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals

become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

- 2.16** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to \_\_\_\_\_ on behalf of the State, and by \_\_\_\_\_, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.17** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.18** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

### **3.0 SCOPE OF WORK**

#### **3.1 Components for the scope of work**

- 3.1.1** Literature Search For Archeology – The contractor will review existing pertinent reports, surveys, research and other relevant materials that may supply supporting and background information for the development of an archeological component to the South Dakota Homesteading and Agricultural Development Context. The literature search will include survey reports obtained from the South Dakota Archeological Research Center, federal agencies and other pertinent sources. Archeological survey reports from neighboring states with comparable agricultural resources and landscapes should also be included, where appropriate. Part of this review will include an assessment to make recommendations as to what information exists and is relevant for developing the archeological component of the context. A brief history of each type of historic archeological resource identified in the literature search should also be included.
- 3.1.2** Development of Historical Periods for Context - The contractor will develop historical periods for the context and include a basic history to justify those periods. The current South Dakota Homesteading and Agricultural Development Context addresses agricultural history in South Dakota by decades. New historical periods will be developed that encompass both architectural and archeological resources. An example of a historical period could be "The Great Dakota Boom 1878-1887." These historical periods will be based on a brief agricultural history associated with the periods. An outline of the proposed periods with a brief history will be submitted to the SHPO in the early stages of the contract.

The SHPO has identified the following potential historical periods to be examined:

1. Early Settlement (1859-1878)
2. Great Dakota Boom (1878-1887)
3. Early Black Hills Settlement (1876-1900)
4. Era of Large Cattle Operators (1876-1887)
5. Drought and Depression of the 1890s (1887-1902)
6. Open Range and Indian Cattle Leases (1887-1911)
7. Second Dakota Boom - West River and Opening of Reservations (1902-1915)
8. Growth and Expansion of Farming (1900-1920)
9. Depression of Agricultural Economy in South Dakota (1920-1936)

10. Recovery, World War II and Immediate Postwar (1936-1953)

The contractor can modify/add/delete historical periods based on research developed in literature searches, brief agricultural history development and bibliography.

- 3.1.3 Update List of Property Types - The contractor will update the list of property types included in the South Dakota Homesteading and Agricultural Development Context to include any other resources identified in the Literature Search or Development of Historical Periods of relevance.
- 3.1.4 Bibliography - The consultant will provide a bibliography of the sources used for the Literature Search, Development of Historic Periods and Update List of Property Types.

**3.2 Products** – All final products must be submitted by May 31, 2013

- 3.2.1 Literature Search – The contractor will provide a report detailing the results of the Literature Search and copies of any source materials used. Digital copies may be submitted on labeled CD-Rs.
- 3.2.2 Development of Historic Periods for Context - The contractor will submit an outline of proposed historical periods with brief history during the first phase of the contract. This outline will be submitted via email. The contractor will generate monthly summary reports on the literature search, development of historical context and bibliography that will be submitted via email. Drafts of the context update will be submitted via email. The SHPO will determine the format of the final products to be submitted based on what the scope of work achieves. Final products will include (5) hard copies on any reports/contexts generated. CD-R copies of products will also be included.
- 3.2.3 Update List of Property Types - The contractor will submit an updated list of the property types for the context and explanations for any new inclusions. Digital copies may be submitted on labeled CD-Rs.
- 3.2.3 Bibliography - The contractor will submit a bibliography. Digital copies may be submitted on CD-R or via email.

**3.3 Project and Payment Schedule** – This schedule is tentative. Alternative project schedules may be proposed. However, the end date of the project schedule must remain as listed below. Payments will be made in five stages, shown as percentages of the total project amount below:

- 3.3.1 Research and initialization of project by 31 June 2012, 10%
- 3.3.2 Upon submission of a preliminary outline of historical periods, property types, summary of literature search and bibliography by 31 October 2012, 25%
- 3.3.3 Upon submission of the draft 31 March 2013, 2012, 25%
- 3.3.4. Upon submission and approval of all final products 31 May 2013, 40%

**3.4 Project Direction** – Project manager for the SHPO will be Chris Nelson, Historic Preservation Specialist.



The contractor will confer with the project manager concerning any questions prior to and during the project including review of nomination information and existing survey forms. Upon submission, the SHPO staff will review and provide comments on the draft survey report within 30 days.

**3.5 Reporting Requirements** - The contractor will provide a monthly progress report via email to the SHPO project manager during the duration of the project.

#### **4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

**4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

**4.2 Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**4.3** The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.

**4.4** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.

- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

#### **5.0 PROPOSAL RESPONSE FORMAT**

**5.1** One original printed copy shall be submitted.

**5.1.1** In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Offerors may not send the electronically formatted copy of their proposal via email.

**5.1.2** The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

**5.2** All proposals must be organized and tabbed with labels for the following headings:

**5.2.1 RFP Form.** The State's Request for Proposal form completed and signed.

- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
- 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
- 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
- 5.2.3.3 An explanation of possible limitations or risks associated with the project.
- 5.2.3.4 A clear description of any options or alternatives proposed.
- 5.2.4 **Qualifications.** A description of the offeror's qualifications, experience, and capacity to meet the requirements of the RFP including resumes of all members of the project team that are to provide services to the contract. This should include a list of previous customers for similar work that includes client name, address, current telephone number, dates of project, and a description of work provided. The contractor must also demonstrate their qualifications in history and/or architectural history under the provisions of 36 CFR 61.
- 5.2.5 **Sample Product.** Provide a sample product prepared by the offeror from a project similar to that detailed in this RFP. If similar work has been conducted for the SHPO in the past 10 years, please reference the project and that a copy is on file with the SHPO.
- 5.2.6 **Cost Proposal.** Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered. This project will utilize federal funds from the United States Department of Interior, National Park Service. The cost proposal should include all applicable items, including
- Personnel costs (# of hours, per hour rate, etc.)
  - Costs of supplies and materials
  - Travel costs (if applicable)
  - Other costs (photography, printing, etc.) as needed
  - Total cost

## **6.0 PROPOSAL EVALUATION AND AWARD PROCESS**

- 6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria (shown with relative importance):
- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements (20%);
  - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project (20%);
  - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration (20%);
  - 6.1.4 Availability to the project locale (10%);
  - 6.1.5 Cost proposal (10%);
  - 6.1.6 Familiarity with the project locale (10%);
  - 6.1.7 Proposed project management techniques (5%); and
  - 6.1.8 Ability and proven history in handling special project constraints (5%).
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.